

**AMENDMENT NUMBER 4
TO
CONTRACT NO. DIR-SDD-1883
BETWEEN
THE STATE OF TEXAS, DEPARTMENT OF INFORMATION RESOURCES
AND
AUSTIN RIBBON & COMPUTER SUPPLIES, INC.**

This Amendment Number 4 to Contract Number DIR-SDD-1883 ("Contract") is between the Department of Information Resources ("DIR") and Austin Ribbon & Computer Supplies, Inc. ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 1. Introduction, C. Order of Precedence** is hereby amended as follows:

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Technical Services Agreement; Exhibit 1, Vendor's Response to RFO DIR-SDD-TMP-171, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-171, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally, Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. **Contract, Section 7. Software License and Service Agreements** is hereby amended by adding **C. Service Agreement** stated as follows:

C. Service Agreement

Services provided under this Contract shall be in accordance with the Technical Services Agreement as set forth in Appendix D of this Contract. No changes to the Technical Services Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 4, then Amendment 3, then Amendment 2, then Amendment 1, and then the Contract.

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Austin Ribbon & Computer Supplies, Inc.

Authorized By: Signature on file

Name: Ryan Grant

Title: President

Date: 1/21/15

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on file

Name: Todd Kimbriel

Title: Interim Executive Director

Date: 1/26/15

General Counsel: D.R. Brown 1/26/15